

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

CDA # 17

AUTHORIZES OPTIMIZED RECONSTRUCTION OF THE CALVERTON RAIL SPUR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the New York State Department of Transportation (NYS DOT) Calverton Industrial Enterprise Park Freight Rail Access Rehabilitation (PIN #0935.61) Economic Recovery Project in the Town of Riverhead, in Suffolk County, (hereinafter "the Municipality/Sponsor") is eligible for and has been awarded funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds to support, among other things, important infrastructure projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the New York State Empire State Development Corporation through its Downstate Revitalization Fund awarded \$650,000 towards the Calverton Industrial Enterprise Park Freight Rail Access Rehabilitation Project funds to support, among other things, important infrastructure projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the Town of Riverhead Community Development Agency (CDA) Board desires to foster the continued development of infrastructure at the Calverton Enterprise Park site to attract businesses, improve commerce, enhance the tax base and the local economy and encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, on February 11, 2010, the CDA Board adopted Resolution No. 2 entitled, "Awards Calverton Rail Access Rehabilitation Contract" that awarded the construction bid for the above mentioned project to Railroad Construction Co., Inc.; and

WHEREAS, on April 6, 2010, the CDA Board adopted Resolution No. 8 entitled, "Awards Calverton Rail Access Rehabilitation Contract" that authorized Change Order #1 to the construction contract for acquisition of the Long Island Rail Road Mainline switch and adopted Resolution No. 6 entitled, "Authorizes Dunn Engineering Associates, P.C. to Proceed with Calverton Rail Construction Administration", that authorized Dunn Engineering to proceed with construction inspection for the contract; and

WHEREAS, the initial design of the ARRA funded Calverton Rail Spur Rehabilitation was a rehab of existing trackage built in the 1950's when freight rail cars were substantially shorter that included the current runaround track that is outdated, too short, cannot be lengthened and impedes future expansion; and

WHEREAS, the CDA Board wishes to optimize the reconstruction of the Calverton Rail Spur; and

WHEREAS, the CDA Board would like to request the remaining ARRA funding certified for the Calverton Rail project to enhance the design and provide more efficient trackage that accommodates modern freight rail cars to eliminate the obsolete runaround track as depicted on the attached sketch to relocate said runaround track to include an approximately 1500' long runaround track, which includes additional turnouts to make the spur more operationally efficient and create a better functioning spur that will provide more efficient service; and

NOW, THEREFORE, BE IT RESOLVED, the Town of Riverhead Community Development Agency in cooperation with the Town Attorney and the Town Engineering Department are authorized to proceed with progressing the change order to the construction contract for optimized design and enhancements utilizing remaining available grant funds of approximately \$466,000 in ARRA NYSDOT funds towards construction and approximately \$575,000 in NYS Empire State Development grant funds and up to \$60,000 in Town of Riverhead Community Development Department and Community Development Agency Budget funds towards planning and construction; and

BE IT FURTHER RESOLVED, that the CDA Board be and does hereby authorize the Accounting Department to issue a Town of Riverhead Purchase Order to progress the project described above; and

BE IT FURTHER RESOLVED, that the CDA Board be and does hereby authorize the Chairman to enter into an amended Town of Riverhead Consultant/Professional Services Agreement with Dunn Engineering Associates, P.C. and/or directly with a rail design firm subject to review and approval by the Town Attorney; and

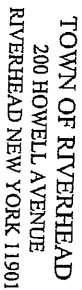
BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from DocuLex and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.


THE VOTE

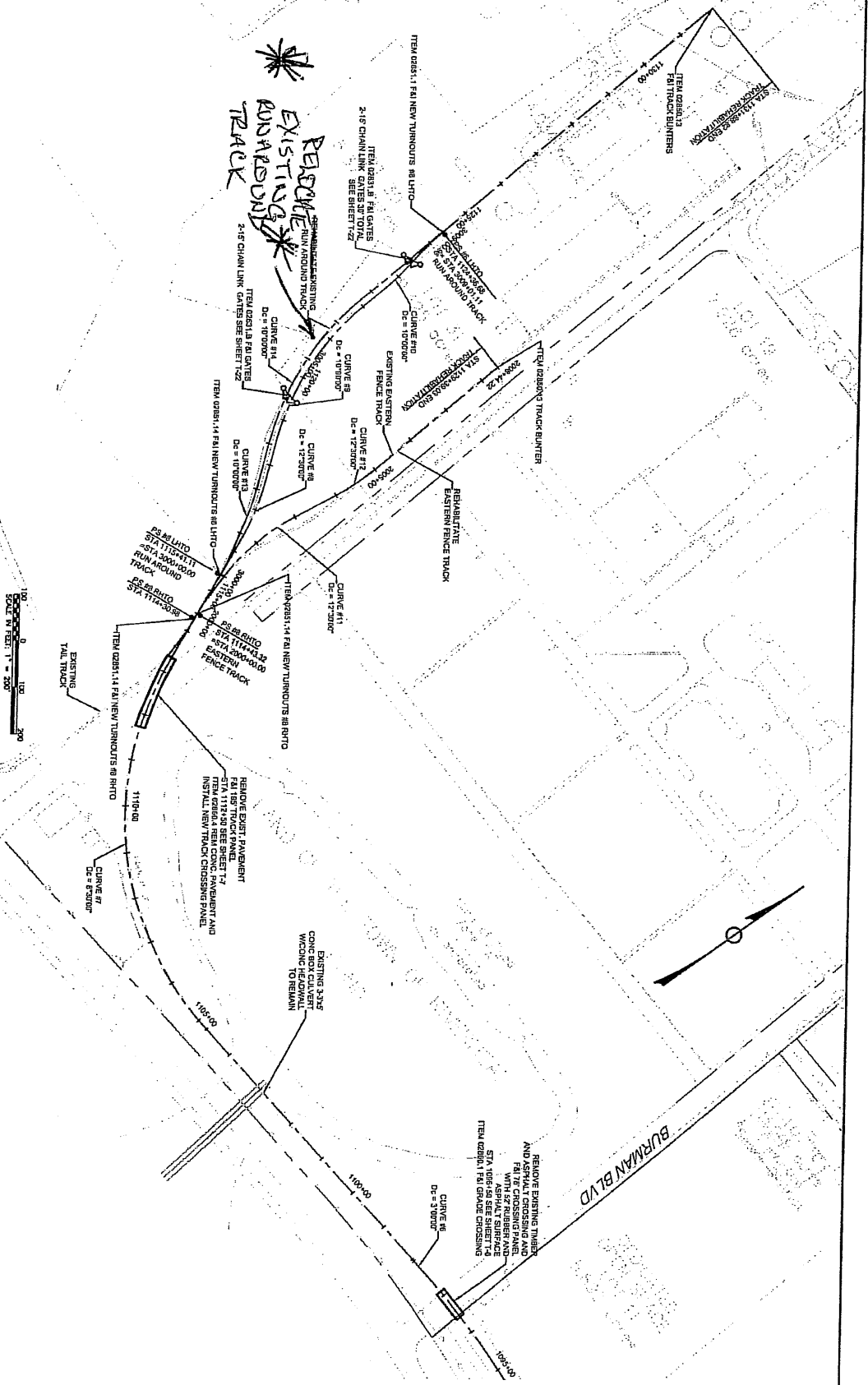
Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted



NO. DATE		
PROJECT	DESCRIPTION	
PROJECT LIMITS		
PROJECT:		
RAIL SPUR REHABILITATION, RIVERHEAD, NY.		
DWG NAME:		
TRACK PLAN		
SHEET 4 - 64		
DATE: 23 OCT 2009		
DRAWN BY: SPK		
 Henningson & Partners Architects Architects and Engineers, P.C.		
T-12		



10.05.10 TABLED
11.12.10 UNTABLED
11.12.10 ADOPTED

10.05.2010
CDA1018

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

CDA # 18

**ACKNOWLEDGING THE TERMINATION OF THE AGREEMENT OF SALE
WITH RIVERHEAD RESORTS LLC**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead and the Town of Riverhead Community Development Agency have entered into an Agreement of Sale (the Agreement), to sell some 755 acres of property located at the Enterprise Park at Calverton, south of Route 25, Calverton, New York; to Riverhead Resorts LLC; and

WHEREAS, the Agreement was amended by an amendment signed by Riverhead Resorts on November 12, 2009 and by the Town of Riverhead and Town of Riverhead Community Development Agency on December 15, 2009 (the First Amendment); and

WHEREAS, the Agreement was further amended by an amendment dated June 8, 2010 (the Second Amendment); and

WHEREAS, pursuant to the Second Amendment, the date of closing was extended to June 15, 2010; and

WHEREAS, the Agreement provided that in the event the Purchaser was not ready to close on the Closing Date, it had the option to either terminate the Agreement or pay a non-refundable extension fee pursuant to Article X of the Agreement; and

WHEREAS, the Purchaser failed to pay the extension fee required to be paid on June 15, 2010 in accordance with Article X of the Agreement, as amended by the Second Amendment;

NOW THEREFORE BE IT RESOLVED, Based upon the Purchaser's failure to extend the Closing Date, the Agreement of Sale has been terminated and the payments received by the Town and the CDA shall be retained in accordance with the terms of the Agreement.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, Mitchell H. Pally, Esq., Weber Law Group, LLP, 290 Broadhollow Road, Suite 200E, Melville, New York 11747-4818, and that all Town Hall Departments may review and obtain a copy of this resolution from DocuLex and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☐Yes ☒No Gabrielsen ☐Yes ☒No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was TABLED

11.12.10

On a motion of Councilman Dunleavy, seconded by Councilwoman Giglio CDA resolution #18 was UNTABLED.

Yes – 5 Giglio, Gabrielsen, Wooten, Dunleavy, Walter
NO - 0

On a motion of Councilman Wooten, seconded by Councilman Gabrielsen CDA resolution #18 was ADOPTED

Yes – 4 Giglio, Gabrielsen, Wooten, Walter
No – 1 Dunleavy

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

CDA #19

**RATIFIES THE EXECUTION OF AN AGREEMENT WITH THE ISOTOPE FILMS, LLC
FOR USE OF THE RUNWAY**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Riverhead Community Development Agency (CDA) is the owner of the remaining land of approximately 1500 acres known as Enterprise Park (EPCAL), Calverton, New York (hereinafter referred to as the "Property"); and

WHEREAS, Gotham Arts, Inc., acting on behalf of its co-production partner Isotope Films, LLC advised the CDA that it wished to utilize the western runway owned by the CDA, as shown on Exhibit "A" annexed hereto (the "facilities"), for the purposes of videotaping for film production of short film entitled "Love, Lots of It" on October 4, 2010, and

WHEREAS, the CDA had agreed to grant Gotham Arts, Inc. as agent and co-production partner with Isotope Films, LLC the right to occupy said premises in order to conduct the aforementioned activity; and

WHEREAS, the CDA wishes to ratify the execution of an agreement with Isotope Films, LLC

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the CDA be and hereby, ratifies the attached License Agreement with Isotope Films, LLC for use of the westerly runway; and be it further

RESOLVED, that the CDA Chairman was and is hereby authorized to execute the with Isotope Films, LLC for use of the westerly runway for the purposes of videotaping for film production of short film entitled "Love, Lots of It" on October 4, 2010; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Isotope Films, LLC, 375 Greenwich St, #514, New York, New York 11013; Gotham Arts, Inc., 2 Peter Cooper Road, #12C, New York, New York 10010, the Office of the Town Attorney, the Community Development Director and the Town Financial Administrator.

THE VOTE

Giglio ☒ Yes ☐ No Gabrielsen ☒ Yes ☐ No
Wooten ☒ Yes ☐ No Dunleavy ☒ Yes ☐ No

Walter ☒ Yes ☐ No

The Resolution Was ☒ Thereupon Duly Declared Adopted

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
05/12/10

PRODUCER

Relff & Associates, LLC
CA Lic#0G55457 212-603-0231
320 West 57th Street
New York, NY 10019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Isotope Films LLC
375 Greenwich St, #514
New York, NY 10013

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: One Beacon Insurance Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CP0085401	05/12/10	05/12/11	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$1,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG	\$1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA AGG	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4060282550001	05/12/10	05/12/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
A		OTHER	CP0085401	05/12/10	05/12/11		
		Misc Equipment					\$50,000 Ded: \$1,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is included as Additional Insured as respects to liability coverage and the sole negligence of the named insured.

CERTIFICATE HOLDER

Town of Riverhead Community Development Agency
("CDA")
200 Howell Avenue
Suffolk County, NY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

D. R. Ruff

LICENSE AGREEMENT FOR UTILIZATION OF RUNWAY

This Contract is made and entered into as of this ____ day of September, 2010, by and between Isotope Films, LLC, a domestic limited liability company duly organized and existing under the laws of the State of New York having a principal place of business at 375 Greenwich Street, # 514, New York, New York 10013 and the Town of Riverhead Community Development Agency ("CDA"), an urban renewal agency, with offices located at 200 Howell Avenue, County of Suffolk and State of New York:

WHEREAS, Isotope Films, LLC, wishes to utilize the western runway owned by the CDA, as shown on Exhibit "A" annexed hereto (the "facilities"), for the purposes of videotaping for film production of short film entitled "Love, Lots of It", and:

WHEREAS, the CDA has agreed to permit the utilization of these facilities for said production on October 4, 2010; and

WHEREAS, Isotope Films, LLC, agreed to terms under which it will be granted the use of said facilities;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Use of Property: the Town hereby grants Isotope Films, LLC permission to exclusive use of the facilities during October 4, 2010 for the aforementioned purposes.

2. Cleanup: Isotope Films, LLC, agrees to provide cleanup and removal of any debris or props deposited by reason of its actions in connection with the agreement.
3. Compliance With Laws: Isotope Films, LLC, agrees at all times comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the Property.
4. Compensation: In exchange for License set forth above for the use of the CDA property, Isotope Films, LLC, will pay the CDA the sum of four hundred and 00/100 dollars (\$400.00). All sums payable by Isotope Films, LLC, under this Agreement shall be made on or before October 4, 2010 by certified or official funds made payable to the Town of Riverhead Community Development Agency.
5. Responsibilities of Isotope Films, LLC: Subject to the terms of this Agreement, Isotope Films, LLC, will be responsible for carrying out and shall have exclusive control of all operations associated with the Event and related activities, including without limitation, and shall diligently and continuously engage in such cleanup efforts so that the cleanup will be accomplished as soon as reasonably practicable (but in no event later than October 5, 2010). All facilities and grounds will be restored to the

condition that existed prior to the Event (hereafter, the "restoration") and be completely clean and free of clutter and debris, if any, deposited by Isotope Films, LLC for its activities and operations carried out at the Property.

6. Insurance and Indemnification: Isotope Films, LLC will be responsible for providing comprehensive general liability insurance in the amount of not less than \$1,000,000 with a company or companies reasonably satisfactory to the CDA. Isotope Films, LLC, shall provide certificates of the foregoing insurance, showing the CDA as additional insured to the extent of their interest. Finally, Isotope Films, LLC, agrees to indemnify and hold the CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability associated with the Event and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Isotope Films, LLC, and its employees, agents, representatives and concessionaires, of the Property. With respect to any suit or claim by CDA whether under this indemnification provision or otherwise, Isotope Films, LLC, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by the CDA, the Town of Riverhead securing compliance with the provision of this indemnification agreement.

7. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties;

provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

8. Entire Agreement. This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. Use of Town emblems or symbols. Isotope Films, LLC agrees not to utilize in any way shape or form the emblems or symbols representing the Town of Riverhead or the Town of Riverhead Police Department in the film it produces as a result of this agreement.

11. Rights. The Town hereby acknowledges that neither it nor any owner or tenant, or other party now or hereafter having an interest in said Premises, has any interest in company's photography or recording on or of the Premises, nor any right of action against Isotope Films, LLC or any other party arising out of any use of said photography. The Town hereby grants to Isotope Films, LLC, its successors and assigns the irrevocable and perpetual right, worldwide, in any manner and in any media to use and exploit the films, photographs, and recordings made of or on the Premises in connection with the Picture in such manner and to such extent as Isotope Films, LLC desires in its sole discretion. Isotope Films, LLC and its licenses, assigns and successors shall be the sole and

exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on of the Premises in connection with the Picture, in perpetuity.

In Witness Whereof, Isotope Films, LLC has caused this instrument to be signed in its corporate name and CDA has caused this instrument to be signed in its name as an urban renewal agency by Sean M. Walter, its Chairman, hereunto duly authorized, as of the day and the year first above written.

Isotope Films, LLC.

By: _____
Name:

The Town of Riverhead Community
Development Agency

By: _____
Name: Sean M. Walter, Chairman

10.05.2010
CDA1020

WITHDRAWN

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

CDA #20

**RATIFIES THE EXECUTION OF AN AGREEMENT WITH THE GOTHAM ARTS, INC.
FOR USE OF THE RUNWAY**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Riverhead Community Development Agency (CDA) is the owner of the remaining land of approximately 1500 acres known as Enterprise Park (EPCAL), Calverton, New York (hereinafter referred to as the "Property"); and

WHEREAS, Gotham Arts, Inc. advised the CDA that it wished to utilize the western runway owned by the CDA, as shown on Exhibit "A" annexed hereto (the "facilities"), for the purposes of videotaping for film production of short film entitled "Love, Lots of It" on October 4, 2010, and

WHEREAS, the CDA had agreed to grant Gotham Arts, Inc. the right to occupy said premises in order to conduct the aforementioned activity; and

WHEREAS, the CDA wishes to ratify the execution of an agreement with Gotham Arts, Inc.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the CDA be and hereby, ratifies the attached License Agreement with Gotham Arts, Inc. for use of the westerly runway; and be it further

RESOLVED, that the CDA Chairman was and is hereby authorized to execute the with Gotham Arts, Inc. for use of the westerly runway; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Gotham Arts, Inc. 2 Peter Cooper Road, #12C, New York, New York 10010, the Office of the Town Attorney, the Community Development Director and the Town Financial Administrator.

THE VOTE

Giglio	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Gabrielsen	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

The Resolution was WITHDRAWN